THIS AGREEMENT is dated

Parties

(1)   **FORTESIUM LIMITED,** incorporated under the laws of England with company number 07196701 and whose registered office is at 32 Byron Hill Road, Harrow On The Hill, Middlesex, United Kingdom, HA2 0HY (**Supplier**)

(2)   **[CUSTOMER]**, incorporated and registered in [xx] with a company number [xx] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Customer**)

AGREED TERMS

1.   **Interpretation**

1.1   The definitions and rules of interpretation in this clause apply in this agreement.

Acceptance Certificate: the certificate to be signed by the Customer under clause 6.1(a).

Acceptance Date: the date on which the Acceptance Certificate is issued by the Customer under clause 6.1(a) or the date on which the Supplier Software is deemed to have been accepted under clauses 6.1(b) or 6.1(c).

Acceptance Tests: the tests of the Supplier Software after customisation and system testing to be conducted in accordance with clause 5.3.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Business: the business of the Customer, being a register of xxx.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Requirements Specification: the specification which sets out the Customer's business requirements and specification regarding the Supplier Software, as agreed in writing between the parties including, without limitation, as detailed in the Proposal.

Commencement Date: the date of execution of this agreement.

Confidential Information: information of commercial value, in whatever form or medium, disclosed by the Customer to the Supplier, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing and, for clarity, including the Supplier Software or any of its constituent parts, the Source Code relating to the Supplier Software or any such parts.

Customer Product Owner: a person nominated by the Customer as having designated authority to make decisions, and to provide the Supplier with instructions, on behalf of the Customer so as to enable the Supplier to perform its Services hereunder.

Customer Project Manager: a person nominated by the Customer as having overall project management responsibility from the Customer's perspective for the project described in this agreement.

Customer Representatives: each of the Customer Project Manager, the Customer Product Owner, the Customer Tester,Customer Stakeholders and the nominated data controller respresentatives, or any of them as the context requires.

Customer Stakeholders: those persons nominated by the Customer from time to time as the Customer's internal and external stakeholders for the project described herein.

Customer Tester: a person nominated by the Customer as the key tester for User Acceptance Testing (UAT) responsible for representing the Customer during the Acceptance Tests and responsible for providing the Acceptance Certificate.

Cybersecurity Requirements: all applicable laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions relating to security of network and information systems and security breach and incident reporting requirements, including (but not limited to) the Data Protection Legislation, the Cybersecurity Directive (EU) 2016/1148), Commission Implementing Regulation (EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Data Protection Legislation: the UK Data Protection Legislation and any other location-relevant legislation relating to personal data (as defined in the Data Protection Legislation) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (as defined in the Data Protection Legislation) (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Defect: an error in the Supported Software that causes it to fail to operate in accordance with the relevant Business Requirements Specification or a Vulnerability in the Supplier Software.

Discovery Phase: has the meaning given in clause 5.1.

Fees: the aggregate fees payable for the Work as specified in the Schedule.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how

and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world, including the right to sue for and recover damages for past infringements.

Licence: the licence granted under clause 12;

Licensed Software: the Supplier Software as specified in the Proposal (except the Open-Source Software and the Third-Party Software) and all subsequent amendments and updates to, or new versions of, such Supplier Software as may be provided under this agreement.

Licensed Users: the employees and agents of the Customer who use the Licensed Software (unlimited).

New Release: a new release of all or any part of the Supported Software suitable for use by the Customer in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added, but which does not constitute a New Version.

New Version: any new version of the Licensed Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Normal Working Hours: the hours 9.00 am to 5.00 pm GMT, Monday to Friday, except location specific Bank (or equivalent) Holidays.

Open-Source Software: any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Supplier Software, or with which the Supplier Software is compiled or to which it is linked

Permitted Purposes: bears the meaning given in clause 21.1.

Platform: the platform on which the Supplier will facilitate the hosting of the software , being initially the Microsoft Azure tenancy held by the Customer..

Proposal: the fee proposal from the Supplier to the Customer (version 1.0) dated xxx, in the form annexed to this Agreement.

Ready for Service: hosted on the Platform having been tested and having passed or deemed to have passed the User Acceptance Tests.

ROL: the Supplier's existing software platform known as 'Regulator Online'. **For the avoidance of doubt this agreement relates to the Registration and Continuous Professional Development (CPD) modules of the Regulator Online product suite. .**

Services: the services to be provided by the Supplier under this agreement including the Support Services

Source Code: the source code of the Supplier Software, in the language in which the Supplier Software was written, together with all related flow charts, technical documentation and training materials.

Supplier Project Manager: the Supplier employee who has overall responsibility for the Work.

Supplier Software: ROL, as adapted to meet the Business Requirements Specification and as more particularly described in the Proposal.

Support Commencement Date: the Date of transfer from hypercare to support as outlined in the project plan and as confirmed in writing by the customer Project Manager.

Support Services: the services to be provided by the Supplier under this agreement as specified in the Proposal.

Support Staff: those officers, employees, agents or subcontractors of the Supplier connected with this agreement, including those individuals who perform the Supplier's obligations under this agreement.

Supported Software: the Supplier Software and all subsequent amendments and updates to and New Releases of such programs.

Target Completion Date: the estimated date specified in the Project Plan (which may be varied in accordance with clause 9) by which the Supplier will endeavour to provide the Supplier Software Ready for Service.

Third-Party Licences: the Open-Source Software licences relating to the Supplier Software, including the general public licence (if applicable), and any proprietary third-party software licences.

Third-Party Software: the software programs (if any) proprietary to third parties which form part of the Supplier Software and are to be provided to the Customer without modification.

Training: the training as specified in the Project Initiation Document (PID) to be provided by the Supplier as part of the Services.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (*(EU) 2016/679*); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

Work: all the works, duties and obligations to be carried out by the Supplier under this agreement.

Work Packages: the individual software programs that comprise the Supplier Software.

1.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.7 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this agreement.

1.8 Clause headings shall not affect the interpretation of this agreement.

1.9 A reference to **writing** or **written** includes email but not fax.

1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. Scope

2.1 The Supplier grants the Licence and shall supply the Supplier Software and the Services to the Customer in accordance with this agreement.

2.2 The supply under clause 2.1 and the Fee are subject to the terms and conditions set out in this agreement.

3. Supplier Software

3.1 The Supplier shall carry out the Work with all reasonable diligence and with all reasonable skill and expertise to ensure that the Supplier Software meets the Business Requirements Specification. The Supplier shall use its reasonable endeavours to ensure that this is achieved on or around the Target Completion Date, although the Customer acknowledges that the actual completion date will be dependent upon the work to be undertaken by the parties during the Discovery Phase.

3.2 The Supplier shall provide the Third-Party Software to the Customer under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Customer, and the Customer agrees to be bound to the relevant third parties by such licence terms.

3.3 The Supplier shall facilitate hosting of the Supplier Software in the customers own MS Azure tenancy.

4. Services

4.1 The Supplier shall utilise the existing functionality from ROL, and undertake necessary customisations, to ensure that the Supplier Software meets the Business Requirements Specification.

4.2 The Supplier agrees:

   (a) to carry out, in conjunction with the Customer, the User Acceptance Tests (UAT);

   (b) to use its reasonable endeavours to ensure that the Supplier Software is Ready for Service on or around the Target Completion Date on the terms and conditions set out in this agreement, although the Customer acknowledges that the actual completion date will be dependent upon the work to be undertaken by the parties during the Discovery Phase; and

   (c) thereafter, to facilitate host of the Supplier Software within the Customers own Azure tenancy as a SAAS (Software as a Service) Solution.

4.3 The Supplier shall provide training and support as set out in the Support Services so as to ensure that the Licensed Users are able to fully utilise the Supplier Software functionality.

5. Software discovery, acceptance and hosting

5.1 The Supplier will undertake an initial discovery phase (**Discovery Phase**) to:

   (a) understand the Customer's business requirements in more detail;

   (b) agree with the Customer the Work Packages that align to the Fee proposal and the high-level exit criteria for each work package (**Acceptance Criteria**), which will be supported by user stories that will be created during the delivery phase referred to in clause 5.2. The Acceptance Criteria, which will need to be agreed and documented by the parties, will define when each Work Package has met the needs of the Fee proposal; and

(c) produce an outcome document (High Level Design document) for the Discovery Phase that will align the Fee proposal and the Customer's business requirements.

5.2 Once the Discovery Phase is completed the Supplier will then enter into the delivery phase wherein the Supplier and the Customer will continue to generate user stories for each Work Package.

5.3 The Supplier will configure ROL to meet the user stories and will provide access to a test environment hosted by the Supplier so as to allow the Customer Tester to undertake business validation and iterative acceptance testing.

5.4 If any Work Package fails to pass the Acceptance Tests, the Customer Tester shall be required to detail, within the appropriate DevOps records, the reason for the failure(s). The Supplier shall remedy the defects and/or deficiencies and the relevant test(s) shall be repeated within a reasonable time.

5.5 If any Work Package fails in some material respect to pass any repeated Acceptance Tests within four weeks from the date of its second submission to the Acceptance Tests, then the Customer may, by written notice to the Supplier, choose at its sole discretion:

(a) to fix (without prejudice to the Customer's other rights and remedies) a new date for carrying out further tests on the Work Package on the same terms and conditions. If the Work Packages fails, such further tests then the Customer Tester may request a repeat test under this clause 5.5(a);

(b) to permit installation of the Work Packages subject to such change of acceptance criteria, amendment of the Business Requirements Specification and/or reduction in the Fees as, after taking into account all the relevant circumstances, is reasonable; or

(c) if the Supplier is unable to correct material defects within a period of three months from the commencement of Acceptance Tests under clause 5.3, to reject the Supplier Software as not being in conformity with the agreement, in which event the Customer may terminate this agreement.

5.6 Once the testing has been completed to the satisfaction of the Customer and the Supplier Software has been, or is deemed to have been, accepted in the manner provided for in clause 6, the Supplier will deploy the completed solution to the customers production environment.

6. Acceptance

6.1 Acceptance of the Supplier Software shall be deemed to have occurred on whichever is the earliest of:

(a) the signing by the Customer of an Acceptance Certificate for the final Work Packages to pass the User Acceptance Tests;

(b) the expiry of five days after the completion of all the Acceptance Tests, unless the Customer has given any written notice under clause 5.4; or

(c) the use of the Supplier Software by the Customer in the normal course of the Business.

7. Proposal and extension of time

7.1 Both parties shall perform their obligations under this agreement in accordance with the Proposal.

7.2 The Supplier shall use its reasonable endeavours complete the Work by the date (if any) specified in the PID, subject to clause 7.3.

7.3 The Supplier shall be given an extension of any target delivery dates specified in the PID if one of more of the following events occurs:

(a) a variation to the Supplier Software is made at the Customer's request under the change control procedures set out in clause 9;

(b) a force majeure event occurs as described in clause 36;

(c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third-party contractors.

7.4 If the Supplier is entitled to an extension of time under clause 7.3, it shall give written notice to the Customer not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under clause 36, shall estimate the probable extent of the delay.

7.5 The Customer Project Manager and the Supplier Project Manager shall use all reasonable endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Project Plan shall be deemed amended accordingly.

8. Payment

8.1 The Supplier shall submit invoices in accordance with the Schedule. The Customer shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is later.

8.2 The Customer shall pay the SaaS Charges in the amounts and on the dates more particularly detailed in the Schedule.

8.3 The Fees, the SaaS Charges and all other payments stated in the Schedule are net of tax. The Customer shall, in addition, pay to the Supplier the amount of any tax, duty or assessment, including any applicable VAT, which the Supplier is obliged to pay and/or collect from the Customer in respect of any supply under the agreement (other than tax on the Supplier's income).

8.4 If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under clause 26, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9. Change control and technology substitution

9.1 The Customer may, by giving written notice to the Supplier at any time during the term of this agreement, request a change to the Supplier Software or the Services.

9.2 Within seven working days of receipt of such notice, and subject to clause 9.3, the Supplier shall, at its rates then in force, prepare for the Customer a written estimate of any increase or decrease in the Fees and of any effect that the requested change would have on the Target Completion Date. If the change request is made after implementation a written quote detailing the costs and time required to undertake the work will be prepared for the Customer's consideration.

9.3 The Supplier shall not be entitled to any increase in the Fees with respect to any changes requested by the Customer which are reasonably necessary to comply with changes to Data Protection Legislation and/or Cybersecurity Requirements which become known and take effect after the commencement date of this Agreement.

9.4 Within 14 working days of receipt of the written estimate referred to in clause 9.2, the Customer shall inform the Supplier in writing of whether or not the Customer wishes the requested change to be made. If the change is required, the Supplier shall not make the requested change until the parties have agreed and signed a written agreement (**Change Agreement**) specifying, in particular, any changes to the Fees.

10. Warranties and compliance

10.1 The Supplier acknowledges that the Customer has entered into this agreement in reliance upon the Supplier's expertise in developing software fit to meet the Customer's business requirements as set out in the Business Requirements Specification.

10.2 The Supplier warrants and represents that:

(a) the Supplier Software is proprietary to the Supplier (except where otherwise stated in the Proposal) and that it has the right to license all Intellectual Property Rights in and to the Supplier Software to the Customer, and to provide the Support Services to the Customer;

(b) none of the New Releases and/or New Versions (if any) supplied by the Supplier under this agreement infringes the Intellectual Property Rights of any third party;

(c) the Supplier Software at the Acceptance Date, and for six months after that date, will perform in accordance with the Business Requirements Specification;

(d) it will perform the Support Services quickly and in a reliable and professional manner, in conformity with Good Industry Practice, by a sufficient number of competent personnel with appropriate skills, qualifications and experience and has, and will at all times have, the ability and capacity to meet such requirements; and

(e) it is in compliance with, and will perform the Support Services in compliance with, all applicable law and regulations.

10.3 The sole remedies for breach of the warranties in clause 10.2(a) and 10.2(b) are set out in clause 20.

10.4   The sole remedy for breach of the warranty under this clause 10.2(c) shall be correction of Defects by the Supplier within a reasonable time from notification by the Customer of the Defect that constitutes such breach.

10.5   The warranties set out in clause 10.1 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement. Without limitation, the Supplier specifically denies any implied or express representation that the Supplier Software will be fit to operate uninterrupted or error-free.

10.6   The Supplier does not warrant or guarantee that it will be able to rectify all Defects, nor that any Defect which does not materially affect the Customer's operations using the Supported Software will be corrected before the issue of the next New Release.

10.7   Any unauthorised modifications, use or improper installation of the Supplier Software by, or on behalf of, the Customer shall render all the Supplier's warranties and obligations under this agreement null and void.

10.8   The Supplier shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of the Supplier.

10.9   The Customer acknowledges that the only warranties in relation to the Third-Party Software, or the supply thereof, are those contained in the licence from the third-party supplier(s) of the same, and that to the extent that any of such warranties are given to the Supplier, it will pass on the benefit of such warranties to the Customer.

10.10   Any Open-Source Software provided by the Supplier may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 10.4.

10.11   Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this agreement and that those signing this agreement are duly authorised to bind the party for whom they sign.

11.   Ownership and Intellectual Property

11.1   The Intellectual Property Rights in the Supplier Software (other than the Open-Source Software and the Third-Party Software) are, and shall remain, the property of the Supplier, and the Supplier reserves the right to grant a licence to use such Supplier Software to any other party or parties.

11.2   The Licensed Software is the property of the Supplier (or the appropriate third-party rights-owner(s)) and the Customer acquires no rights in or to the Licensed Software other than those expressly granted by this agreement.

11.3   The Customer shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that the Supplier may consider necessary or desirable to protect the right, title and interest of the Supplier in and to the Intellectual Property Rights in the Supplier Software

11.4 The Customer shall use reasonable endeavours to prevent any infringement of the Supplier's Intellectual Property Rights in the Licensed Software and shall promptly report to the Supplier any such infringement that comes to its attention. In particular, the Customer shall:

(a) ensure that each Licensed User, before starting to use the Licensed Software, is made aware that the Licensed Software is proprietary to the Supplier and that it may only be used and copied in accordance with this agreement;

(b) implement suitable disciplinary procedures for employees who make unauthorised use or copies of the Licensed Software; and

(c) not permit third parties to have access to the Licensed Software without the prior written consent of the Supplier, who may require that such third party executes a written confidentiality agreement before being given access to the Licensed Software.

(d) Ensure that all video and document based training materials are made available to authorised users in a protected way that does not expose the Supplier Intellectual Property to commercial competitors online

12. Software licence

12.1 The Supplier grants, subject to the terms of this agreement, the Customer the non-exclusive, non-transferable right to access and use the Licensed Software for any purpose related to the Business (**Licensed Purposes)**.

12.2 The Licensed Software may be accessed and used only by customer authorised users for legitimate reasons within the remit of the customer organisation. .

12.3 The Customer shall comply with any relevant Third-Party Licences and shall indemnify and hold the Supplier harmless against any loss of damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising.

12.4 The Supplier may treat the Customer's breach of any Third-Party Licence as a breach of this agreement.

13. Transfer or reproduction of Licensed Software

13.1 As the Supplier Software is being hosted by the customer within its own Azure tenancy the Customer may not make, or authorise any third party to make, any copies of the Licensed Software.

13.2 The Supplier shall at all times own all copies of all or any part of the Licensed Software.

13.3 The Customer shall not sub-license, assign or transfer in any other way this agreement or the Licensed Software to any person without the prior written consent of the Supplier.

14. Use and adaptation of Licensed Software

14.1 The Customer may access and use the Licensed Software in accordance with the terms of this Agreement.

14.2 The Customer may not make adaptations or variations of the Licensed Software without the prior consent of the Supplier.

14.3 The Customer may not disassemble, decompile, reverse translate or in any other manner decode the Licensed Software.

15. Updates

15.1 The Customer acknowledges that the Supplier Software, being an adapted version of ROL, will be updated from time to time by the Supplier so as to conform with all new versions of ROL that are hosted by the Supplier.

15.2 To the extent that these New Releases are designated by the Supplier as mandatory updates, the Customer will be required to agree to the relevant update being applied to the Supplier Software on the Platform. Where such New Releases are designated by the Supplier as non-mandatory, it will be at the discretion of the Customer as to whether such updates are applied to the Supplier Software. No additional charges will be levied by the Supplier for such New Releases.

15.3 In addition to the New Releases that will be provided by the Supplier for the Supplier Software from time to time, the Supplier may produce a New Version or New Versions of the Supplier Software subject to a maximum of one per year.

15.4 The Supplier shall notify the Customer promptly in writing of the issue of any such New Version, specifying the following:

(a) in what way the New Version differs from the previous version in terms of functionality, performance and compatibility;

(b) the options available to the Customer to adopt the New Version in full or in part and the features of each module within the New Version; and

(c) the licence fee payable for the New Version, either as a full package or in respect of the individual modules/features within this New Version.

15.5 If the New Version constitutes a major update to the Supplier Software, the Customer shall be required to adopt the New Version. Likewise, the Customer may not reject more than two consecutive New Versions. However, in all other circumstances the Customer shall not be obliged to take any New Version.

15.6 The Supplier shall ensure that support is available by telephone and e-mail during Normal Working Hours to provide assistance to the Customer in respect of the following:

(a) remedying Defects in the Supported Software; and

(b) providing advice on the use of the Supported Software.

15.7 The Supplier shall use reasonable endeavours to correct Defects identified by the Supplier or notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances and in accordance with the service level agreement set out in the Proposal.

16. Training

16.1   The Supplier undertakes to provide the Training to the Customer.

16.2   Any additional training required by the Customer shall be provided by the Supplier at the Supplier's standard rates then in force.

16.3   Training shall be carried out at the offices of the Supplier or remotely via MS Teams, or as may otherwise be agreed. Any special equipment necessary for the Training shall be provided by the Supplier.

17. Non-Solicitation

During the term of this agreement and for a period of six months after its termination neither party shall, without the prior written consent of the other, solicit, or permit any Affiliate to solicit, the employment of any person who is employed by the other party in the course of developing, supplying, maintaining or supporting the Supplier Software or any part of it.

18. Supplier Software: Project Management

18.1   No later than five days after the Commencement Date, the Customer shall notify the Supplier of the name and qualifications of the persons appointed as each of the Customer Representatives, and shall update this list as and when necessary from time to time.

18.2   The Supplier shall appoint the Suppler Project Manager, who shall have the responsibility and commensurate authority for the overall progress of the Work and to whom all questions regarding this agreement can be referred. The name and qualifications of the appointed individual shall be notified in writing to the Customer Project Manager and the Customer Product Owner.

18.3   The Customer Project Manager shall co-operate with the Suppler Project Manager and shall attend meetings scheduled by the Supplier Project Manager to advise and assist the Supplier on all matters relating to the Work.

18.4   The provision of employees, subcontractors and agents of the Supplier to carry out the Work shall be at the discretion of the Supplier.

19. Support Services: Customer's obligations

19.1   During the term in which the Support Services are to be provided, the Customer shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the Supported Software.

19.2   The Customer shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the Work, including provision of information and data, and making available suitably qualified employees and contractors of the Customer.

19.3   The Customer shall, no later than the Support Commencement Date, appoint and maintain for the duration of this agreement an individual to serve as primary contact with the Supplier for the

purpose of the provision of the Services and shall notify the Supplier of the name of that individual promptly on their appointment.

20.   Intellectual Property Rights indemnity

20.1   The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with use of the Supplier Software, any New Release or New Version, or receipt of the benefit of the Services, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Customer:

(a)   as soon as reasonably practicable, gives written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

(b)   does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

(c)   gives the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

(d)   subject to the Supplier indemnifying the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, takes such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

20.2   Without prejudice to clause 10.7, the Supplier shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights:

(a)   caused or contributed to by the Customer's use of the Supplier Software or any New Release (as the case may be) in combination with software not supplied or approved in writing by the Supplier;

(b)   based on use of any version of the Supplier Software other than the latest version supplied by the Supplier, if such claim could have been avoided by the use of such supplied version; or

(c)   where the claim for infringement arises in respect of a feature of the Supplier Software which was specified by the Customer in the Business Requirements Specification.

20.3   If use of the Supplier Software or receipt of the benefit of the Support Services becomes, or in the opinion of qualified legal counsel is likely to become, the subject of any such claim, the Supplier may:

(a)   replace all or part of the Supplier Software, the New Releases or New Versions (as the case may be) with functionally equivalent software or documentation without any charge to the Customer;

(b)   modify the Supplier Software, the New Releases or New Versions (as the case may be) as necessary to avoid such claim, provided that the Supplier Software, the New Releases or New Versions (as amended) functions in substantially the same way as the Supplier Software, the New Releases or New Versions (as the case may be) before modification;

(c)   procure for the Customer a licence from the relevant claimant to continue using the Supplier Software or the New Releases (as the case may be).

20.4   If:

(a)   use of the Supplier Software or any New Release (as the case may be) is determined in a court of law to be infringing;

(b)   the Supplier is advised by a barrister of at least ten years' call that use or possession by the Customer of the Licensed Software in accordance with this agreement is likely to constitute infringement of a third party's rights; or

(c)   an injunction or similar order is granted in connection with a claim of the types referred to in clause 20.1 which prevents or restricts the use or possession by the Customer of the Licensed Software in accordance with this agreement;

and the Supplier is unable, after best efforts, to procure for the Customer the right to continue using the Supplier Software, the New Releases or New Versions (as the case may be) or to provide the Customer with functionally equivalent non-infringing software, this agreement and the Licence will be terminated.

20.5   Notwithstanding any other provision in this agreement, clause 20.1 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use, development, modification or maintenance of any Open-Source Software or through the breach of any Third-Party Licence relating to any Open-Source Software by the Customer.

20.6   If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Customer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Customer in respect of the payment is the same as it would have been were the payment not subject to tax.

20.7   Nothing in this clause shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

21.   **Confidentiality and publicity**

21.1   Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement (**Permitted Purposes**).

21.2   In relation to the Customer's Confidential Information the Supplier shall treat as confidential all Confidential Information of the Customer supplied under this agreement. The Supplier shall not

divulge any such Confidential Information to any person, except to its own employees and then only to those employees who need to know it for the Permitted Purposes. The Supplier shall ensure that its employees are aware of, and comply with, this clause 21.

21.3   In relation to the Supplier's Confidential Information:

(a)   the Customer shall treat as confidential all Confidential Information of the Supplier contained or embodied in the Supplier Software, or otherwise supplied to the Customer during the performance of this agreement;

(b)   the Customer shall not, without the prior written consent of the Supplier, divulge any part of the Supplier's Confidential Information to any person other than:

(i)   the Customer's Representative; and

(ii)   other employees of the Customer who need to know it for the Permitted Purposes; and

(c)   the Customer undertakes to ensure that the persons mentioned in clause 21.3(b) are made aware, before the disclosure of any part of the Supplier's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Customer in terms similar to clause 21.3(a) (which the Customer shall ensure is adhered to).

21.4   The restrictions imposed by clause 21.1, clause 21.2 and clause 21.3 shall not apply to the disclosure of any Confidential Information which:

(a)   is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 21;

(b)   before any negotiations or discussions leading to this agreement was already known by the receiving party and was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; or

(c)   is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).

21.5   Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

21.6   No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

21.7   This clause 21 shall remain in full force and effect, despite any termination of the Licence or this agreement.

22. **Data protection, security and integrity**

22.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

22.2 The parties acknowledge that if the Supplier processes any personal data on the Customer's behalf when hosting the Supplier Software on the Platform or otherwise performing its obligations under this agreement, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation.

22.3 Without prejudice to the generality of clause 22.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

22.4 Without prejudice to the generality of clause 22.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that personal data only on the documented written instructions of the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

(c) not transfer any personal data outside of the EEA unless the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(d)   assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e)   notify the Customer without undue delay and in any event within 24 hours on becoming aware of a personal data breach;

(f)   at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement;

(g)   only take action to amend or delete customer data on receipt of written confirmation from a pre-authorised customer representative;

(h)   maintain complete and accurate records and information to demonstrate its compliance with this clause 22 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and

(i)   indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this clause 22.

23.   Limitation of liability

23.1   Except as expressly provided in this agreement and to the fullest extent permitted by applicable law:

(a)   the Customer shall be solely responsible, as against the Supplier, for any opinions, recommendations, forecasts or other conclusions made or actions taken by the Customer, any client of the Customer or any other third party based (wholly or in part) on the results obtained from the use of the Software or the Services by the Customer;

(b)   the Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the Supplier by the Customer in connection with the Services; and

(c)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this agreement.

23.2   Neither party excludes or limits liability to the other party for:

(a)   fraud or fraudulent misrepresentation;

(b)   death or personal injury caused by negligence;

(c)   a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d)   any matter for which it would be unlawful for the parties to exclude liability.

23.3   Subject to clause 23.2, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a)   any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b)   any loss or corruption (whether direct or indirect) of data or information;

(c)   loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

(d)   any loss or liability (whether direct or indirect) under or in relation to any other contract.

23.4   Clause 23.3 shall not prevent claims, which fall within the scope of clause 23.5, for:

(a)   direct financial loss that are not excluded under any of the categories set out in clause 23.3(a) to clause 23.3(d); or

(b)   tangible property or physical damage.

23.5   Subject to clause 23.2, the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 20.1), tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited the price paid for the Services during the 12 months preceding the date on which the claim arose or, if the claim arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period.

23.6   The parties acknowledge and agree that any dates quoted for delivery of the Work or the Support Services are approximate only, and that the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Work or the Support Services that is caused by an event, circumstance or cause within the scope of clause 36 or the Customer's failure to provide the Supplier with adequate delivery instructions.

24.   Insurance

24.1   The Supplier shall, during the term of this agreement and for seven years thereafter and at its own cost:

(a)   effect and maintain in force with reputable insurers such insurance policies (on such terms and limits) as shall be maintained in accordance with Good Industry Practice;

(b)   do nothing to invalidate any such insurance policies; and

(c)   procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to the Customer of the policies as provided at the date of this agreement.

25.   Duration

25.1   This agreement shall, subject to clause 25.2, commence on the Commencement Date and shall continue thereafter, unless terminated earlier in accordance with clause 26, for an initial fixed term period of 3 years, and continuing thereafter unless and until either party gives to the other not less than 6 months' prior written notice to expire on or after the date of expiry of the said fixed term.

25.2   The Support Services shall commence on the Support Commencement Date and shall continue until the Support Services are terminated in accordance with clause 26.3, unless terminated earlier in accordance with any of the other provisions of clause 26.

26.   Termination

26.1   Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement and/or the Support Services with immediate effect by giving written notice to the other party if:

(a)   the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c)   the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g)   an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

(h)   the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i)   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued

against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

26.2 Either party may terminate this agreement in accordance with clause 36.

26.3 The Customer may terminate the Support Services at or after the expiry of three years from the Support Commencement Date by giving at least 6 months' prior written notice.

26.4 The Customer may terminate the Licence at or after the expiry of three years from the Commencement Date by giving at least 6 months' prior written notice to the Supplier. On termination of the Licence, the Supplier shall remove access to the Licensed Software in the customers Azure environment and the Customer shall destroy/delete all copies of the Licensed Software in its possession.

26.5 This agreement shall automatically terminate on termination or expiry of the Licence, but expiry or any termination of this agreement (however caused) shall have no effect on the Licence.

26.6 Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.

26.7 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including clause 1, clause 11**Error! Reference source not found.**, clause 20 to clause 23, and clause 26 shall remain in full force and effect.

26.8 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

26.9 Notwithstanding its obligations in this clause 26, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

26.10 On termination of this agreement for any reason, the Supplier will provide the Customer, at no additional cost, with a back-up of all Customer data in an SQL server format together with the supporting documentation so as to enable the Customer to move this data to another system/supplier.

26.11 Without prejudice to clause 26.10, on termination of this agreement for any reason, each party shall as soon as reasonably practicable return, destroy or permanently erase any documents, information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party:

26.12 On termination of this agreement for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to the Supplier. The Supplier shall submit invoices for

any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.

27. Assignment and subcontracting

27.1 Subject to clause 27.3, this agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27.3 Either party may assign or subcontract any or all of its rights and obligations under this agreement to an Affiliate of that party for so long as that company remains an Affiliate of that party. The assignor shall procure that such company assigns any rights assigned to it in accordance with this clause 27.3 back to the assignor or another Affiliate of that party immediately before it ceases to be an Affiliate of that party.

27.4 Notwithstanding clause 21, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 27.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

28. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

29. Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

30. Entire agreement

30.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

30.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

31. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

32. Severance

32.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

32.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

33. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

34. Third-party rights

34.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms

34.2 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

34.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

35. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly authorised by the Customer or the Supplier (as the case may be).

36. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 60 days or more, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

37. Notices

37.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to its usual email address.

37.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

37.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

38. Governing law

38.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

38.2 The agreement has been entered into on the date stated at the beginning of it.

39. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE

FEES

Software Development Fee

The Supplier Software shall be supplied hereunderand the fees attached for implementation and annual SaaS costs outlined below

- Implementation Fees:
- Annual SaaS Fee:

Any significant additional works requested by the Customer once the project scope is finalised and agreed will be priced-up and agreed or carried-out at the appropriate standard day-rate for the level of employee required.

Terms

The Supplier prides itself on its partnership approach and would be pleased to enter into contractual discussions in that spirit. During the development phases in respect of the Supplier Software, payments will be made on a milestone basis. The Supplier is prepared to agree the relevant milestones in future discussions with the Customer.

Annual Support

Costs

Based on a three-year contract the Supplier will support the Software at an annual cost of xxx plus VAT. The Supplier is prepared to waive the first-year of SaaS Charges in lieu of the initial customisation costs. The Supplier shall invoice the Customer for the SaaS Charges no later than 30 days before the relevant anniversary of the Support Commencement Date.

In the event that this contract continues beyond the initial three year period, the annual SaaS costs will increase in each subsequent year (each a "Calculation Year") by multiplying the then current annual support costs by the All Items index value of the Retail Prices Index (or any official index replacing it) for the month that falls one month before the start of the relevant Calculation Year, and then dividing the product by the All Items index value of the Retail Prices Index (or any official index replacing it) for the month that falls thirteen months before the start of the relevant Calculation Year.

EXECUTED as a Deed by a Director   )
for and on behalf of **FORTESIUM LIMITED**   )
in the presence of:) Signature   ------------------------------

                         Name (block capitals)   ------------------------------

                  Director

EXECUTED as a Deed by   )
for and on behalf of **CUSTOMER** in the   )
presence of:) Signature   ------------------------------

                         Name (block capitals)   ------------------------------